

Local Public Agency Real Estate Manual

1. GENERAL

A. Purpose

This guide has been prepared in order to give Local Public Agencies an overview in acquiring property and property rights in accordance with [federal regulations](#). It is also intended to assist DOTD personnel in understanding their responsibilities in regard to these Local Public Agency projects.

The guide contains the basic federal requirements that must be met in order to obtain Federal participation in project costs. It is not intended to be an all-inclusive procedure manual for all phases of the acquisition process.

The LADOTD Real Estate Manual and LPA Manual and Work Plan are available on-line at
http://www.dotd.louisiana.gov/highways/project_devel/realestate/realestate.asp?page=manual

The information contained herein will assist Local Public Agencies in either performing the necessary acquisition functions, or in going through the proper steps in getting outside help in performing these functions, and thereby maintain eligibility for federal assistance.

It is important to remember that while this guide has attempted to cover most possibilities regarding who is responsible for the various acquisition functions on LPA projects, other possibilities exist which may be viable and acceptable. Who performs the activities is not as important as insuring that all rules and regulations are followed, thereby enabling Federal participation.

The main point to be made by this guide is the necessity on the part of the Local Public Agencies to always check with LADOTD personnel before acting in any phase of acquisition where federal participation might be jeopardized. It is also important to realize that even if federal funding is not requested for right of way acquisition, the Local Public Agency must follow the LPA Manual and execute an LPA Work Plan to be eligible for federal participation in construction.

The Public Agency Real Estate Information Group of Louisiana (PAREIGL), comprised of LADOTD and FHWA Real Estate professionals, has been formed to offer training to LPAs. PAREIGL will hold kick-off meetings with LPAs before every project with federal participation in right of way and/or construction. Additionally, the group will be happy to arrange training to LPAs on request. The contact person for the group is Charles Hudson, Real Estate District Operations Chief, 225-237-1226.

Additional guidance from the FHWA is available on-line: [FHWA Real Estate Acquisition Guide For Local Public Agencies](#).

It is also strongly recommended that Local Public Agencies utilize the [Local Public Agency Checklist](#) to insure compliance.

B. Legal References

The [Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970](#), P.L. 91-646 was passed by Congress in an attempt to make public acquisition of private property as fair and equitable as possible. This law was amended by Public Law 100-17, April 2, 1987, Title IV, Surface Transportation and Uniform Relocation Assistance Act Amendments of 1987. This Federal law sets forth the general requirements or provisions that Congress deemed important. Regulations and procedures are promulgated to implement the

law in the Code of Federal Regulations, which provides for the implementation of the Uniform Act as amended in [49 CFR Part 24](#).

Further, [23 CFR 710.201](#) requires that DOTD insure that there will be procedures in place to provide necessary technical assistance and advice to Local Public Agencies, as well as a system of monitoring to assure that property and property rights are acquired by the Local Public Agencies in accordance with Federal and State Laws.

It is the responsibility of the State to develop its own set of rules and regulations to enable full implementation of the Uniform Act. Louisiana has done so by the passage of enabling legislation. Likewise, in order for Local Public Agencies to obtain federal financial assistance, they must also implement the Uniform Act.

It is the purpose of this manual to provide Local Public Agencies with the necessary tools to enable them to fully implement the Uniform Act and comply with all necessary rules and regulations.

C. Types of Projects

Local Public Agencies as referred to herein include parish-governing authorities, such as police juries; urban governing authorities, such as cities or municipalities; and airport authorities. Local Public Agencies will hereinafter be referred to as LPA'S. There are three types of LPA projects:

- **Off-System Bridge Projects** - undertaken by parish governing authorities
- **Urban System Projects** – undertaken by municipalities classified as Urban (populations in excess of 5,000.)

However, these projects are generally done only by municipalities with populations in excess of 50,000.

- **Airport Projects** - undertaken by airport authorities for improvement and expansion projects of general aviation facilities or commercial air facilities.

Regardless of the type of project, all acquisition activities are handled using the same policies and procedures. Further discussion of this will be addressed in [Chapter 2](#) of this manual.

D. Assurances

Each LPA that anticipates obtaining Federal participation in any transportation-related projects will furnish the necessary assurances to DOTD's Real Estate Section prior to March 1 of each calendar year. The [Assurance Letter](#) will be sent to the respective Real Estate District Manager for transmittal to Headquarters.

E. Projects requiring no new right of way

Not every project will require acquisition of property or property rights. If no property or property rights are required, the LPA need only so advise the respective Real Estate District Manager together with notification concerning the date of acquisition of the existing right of way. If the project will be built in the existing right of way with no property or property rights being required for the project, the LPA must also notify the Real Estate District Manager in writing whether or not the right of way in which the project will be constructed was acquired prior to June 19, 1980. If it was acquired before June 19, 1980, the Real Estate Acquisition Chief will be notified immediately, at which time an audit will be necessary to insure compliance with applicable laws.

A listing of the nine (9) LADOTD Highway Districts and their respective Real Estate District Managers can be accessed through the [LADOTD Real Estate Website](#).

F. Projects requiring acquisition of right of way

LPA's may use qualified staff to acquire right of way or they may hire qualified consultants. If a consultant other than the design engineering firm for the project will acquire the required right of way for the LPA, DOTD approval of the consultant's qualifications must be obtained prior to execution of the contract. DOTD approval of the LPA's consultant selection process and the contract itself is needed only if participation in the right of way cost and/or the cost of the consultant contract is being requested.

The contract between the LPA and the consultant should specify the particular activities to be performed as well as the scope of those activities, including but not limited to relocation assistance, property management, legal activities, etc. It is advisable but not required that DOTD be involved in the contract preparation and/or consultant selection process in order to insure that all necessary requirements are met so as not to jeopardize Federal participation in the construction of the project.

The required property and property rights will normally be acquired in the name of the LPA.

In certain circumstances, if DOTD workload and time permit, the Department's Real Estate Section may perform the acquisition activities, but this method should not be depended upon or expected by the LPA'S.

IMPORTANT: *Even if no federal reimbursement is requested for right of way, all applicable Federal rules and regulations must be*

followed to preserve eligibility for Federal participation in the costs of construction.

G. Coordination between LPA and DOTD

When an LPA establishes the need for a project that will involve federal funding, it will contact DOTD for coordination. Urban System Projects require the execution of a City-State Agreement between DOTD and the municipality. This agreement will set forth, among other matters, the scope of the project and the manner in which the municipality intends to acquire the right of way, if any is required for the project.

H. Federal Reimbursement

Depending upon the specifics of funding, acquisition costs may be paid directly by the municipality and reimbursed by DOTD through periodic billings, and then reimbursed to DOTD by FHWA; or paid directly by DOTD for reimbursement by FHWA. Generally, whichever entity is performing the acquisition activities will pay the acquisition costs directly.

2. ACQUISITION PROCESS

A. Assurances

If a project is undertaken by an LPA that has not provided [assurances](#) to DOTD, the LPA must furnish the assurances before any acquisition activities begin. If the LPA lacks experience in acquisition activities, all deeds, whether for donation or sale, should be approved by the respective Real Estate District Manager prior to recordation

B. Donations

All properties on the project must have just compensation set, even those expected to be donated unless the owner specifically declines such by signing a [Donation](#)

[Certification](#), formally waiving the right to be apprised of current fair market value. Donation Certifications must be obtained **prior** to execution of the donation instrument.

C. Hazardous Materials or Contamination

If the LPA suspects the presence of environmentally hazardous materials in or near the area required for construction of the project, the Department should be contacted immediately for special instructions for handling the possible contamination.

D. Project Notices

Before the appraisal process begins, all owners on the project shall be issued a [Project Notice](#) letter advising them of the LPA's interest in acquiring the property or property rights. The owners shall also be advised of their basic protections, including the right to have the required property or property rights appraised.

E. Appraisals

- i. If the value of the property or property rights to be acquired is estimated to be \$10,000 or less, the non-appraisal value estimate approach may be used to establish just compensation. The non-appraisal value estimate must be prepared by qualified cost analyst approved by DOTD. In this process, the property owners need not be contacted about the valuation process since there is no formal appraisal.
- ii. If the just compensation for the property or property rights to be acquired is estimated to be over \$10,000 (or if expropriation becomes necessary in the case of non-appraisal value estimates), complete appraisals will be prepared in accordance with the Real Estate Section's

Appraisal Procedures. If complete appraisals are prepared, the following procedures will apply:

- a. Two (2) appraisals will be obtained for each required property or property right.
- b. Appraisers must be on the Department's Approved Appraiser Panel. DOTD must approve the both appraisers and appraisal contracts in advance. Appraisers must be on the Department's Approved Appraiser Panel. After execution of the contract, fee appraisers shall be furnished with title abstracts, right of way plans, and construction plans prior to beginning the appraisal process.
- c. Owners whose property or property rights are being formally appraised must be afforded the opportunity to accompany the appraisers on the inspection of the property in writing.

E. Appraisal Review

All appraisals and non-appraisal value estimates must undergo an Appraisal Review by either a DOTD Review Appraiser or a consultant fee appraiser on the Real Estate Review Appraiser panel and approved by the Department. The Reviewer Appraiser will actually set the amount of the just compensation on each parcel after examining all appraisals to assure they meet applicable appraisal requirements. It is the review appraiser's responsibility to determine if each appraisal report contains accurate data, adequate documentation, and appropriately supported conclusions, and to contact the appraiser to remedy any deficiencies found.

The appraisal review process and review appraiser should ensure that there is consistency among the valuations on a project wide basis. For example, two residences, which are similar in most respects and from which similar acquisitions are required, should be appraised and valued similarly.

F. Negotiation

- i. After the just compensation is set by the Review Appraiser, the LPA will then promptly make a [written offer](#) to each owner. A [Summary of Just Compensation](#) must be attached to the written offer.
- ii. Prior to negotiation using appraisals, the agent should verify that the owner was afforded the opportunity to accompany the appraiser during the appraiser's inspection of the property and document this in the negotiator's log. If the owner was not contacted by the appraiser, the negotiator must take corrective action before proceeding with negotiations.
- iii. If, after being advised of the property's just compensation amount, the owner wishes to donate the property, he/she shall sign a [Donation Certification](#) **prior** to executing the deed.
- iv. During negotiations the agent will maintain a written log of all contacts made with the owner. This log must contain the dates, places, and persons present at these contacts and must be signed by the agent. The log should also present a brief summary of what was discussed, and document that the owner was afforded the opportunity to accompany the appraiser unless the non-appraisal value estimate was used. During negotiations the agent will explain the offer of just compensation and the project. The owner shall be given reasonable opportunity to consider

the offer and present material which the owner believes is relevant to determining the value of the property and to suggest modification in the proposed terms and conditions of the sale. The agent and/or the LPA shall take no coercive action in order to induce an agreement with the property owner.

- v. If the owner disagrees with the amount of just compensation and presents a counter offer to the LPA, an administrative settlement may be made if the settlement is determined to be reasonable, prudent and in the public interest. If the LPA is bearing the costs of the right of way, no approval of the administrative settlement need be obtained. If there is federal participation in right of way, the LPA can adjudicate counter offers without DOTD participation, but risks the determination upon later review that the administrative settlement was unjustified, and therefore non-reimbursable.

To assure federal participation in all administration settlements, the LPA can forward all counter offers to the Real Estate District Manager. DOTD will then handle the counter offer according to its usual procedures: District Manager can approve up to \$10,000 over the offer; the Titles and Acquisition Manager, up to \$25,000; and the Real Estate Administrator, any amount.

- vi. An owner may file a written appeal with the LPA in any case in which he or she believes that the LPA has failed to properly determine eligibility for, or the amount of, any payment in connection with transfer of title or litigation expenses. The LPA should contact the respective Real Estate District Manager in the event of such an appeal.

- vii. If a complete appraisal is prepared and twelve months elapse from the date of said appraisal with no offer having been presented to the owner, the appraisal must be updated at the expense of the LPA before initiating negotiations.

G. Amicable Acquisition

The acquisition instruments will be prepared using the [Sale](#) or [Right of Way Deed](#). A [signature page](#) is required for use with any of the various acquisition instruments.

i. Incidental Expenses

All expenses incidental to transfer of title to the LPA shall be paid directly by the LPA or reimbursed to the owner. Direct payment to the owner is preferable, wherever feasible. These incidental expenses cannot be billed to DOTD.

ii. Uneconomic Remainders

If the acquisition of only a portion of a property would leave the owner with an uneconomic remnant, or if an improvement located totally or partially outside the required taking area is adversely impacted, the LPA shall offer to acquire the uneconomic remnant or adversely impacted improvement along with the portion of the property needed for the project. The Department's Policy dealing with uneconomic remainders and adversely impacted improvements will be followed (see [Sections 4.3 and 4.4](#) of the Real Estate Manual), and the Real Estate Property Management Office must be notified of any acquisition of uneconomic remnants or adversely impacted Improvements.

iii. Encumbrances

Payment will be made to the owner by the LPA only after all encumbrances on the property being acquired have been cleared. Questions concerning clearing of encumbrances should be directed to the respective Real Estate District Manager.

iv. Improvements

Where major improvements are being acquired in connection with the taking for the project, the LPA will contact the respective Real Estate District Manager for guidance.

H. Expropriation

- i. Upon failure to reach an amicable settlement with the property owner, the LPA will promptly begin expropriation proceedings to deposit with the court, for the benefit of the owner, the amount set as just compensation. If the non-appraisal value estimate procedure was used for negotiations, a complete appraisal must be obtained at this time.
- ii. If twelve months have elapsed since the date of the appraisal on which negotiations were based, the LPA will obtain an updated appraisal at its own expense prior to beginning expropriation proceedings. If the amount of the just compensation changes, a new offer of just compensation must be made to the owner.
- iii. The owner shall be reimbursed for reasonable expenses incurred because of condemnation proceedings only in the following cases:
 - a. The final judgment of the court is that the LPA cannot acquire the real property by expropriation.

- b. The expropriation proceeding is abandoned by the LPA other than under an agreed-upon settlement.
- c. The court having jurisdiction renders a judgment in favor of the owner in an inverse condemnation proceeding or the LPA effects a settlement of such proceeding.
- iv. If a judgment in expropriation proceedings awards attorney fees to the owner, the Department will not reimburse the LPA for such costs, even though the LPA may be liable for such costs.
- v. If the LPA's expropriation procedures require a deposit of an amount established as just compensation prior to the time of judgment, interest on said amount of original deposit due at time of final judgment will be reimbursed to the LPA by the Department, but is limited to interest from the date of deposit to 45 days after final adjudication. Interest after 45 days from the date of final adjudication (date when judgment becomes final) will not be reimbursed.

I. Property Management

- i. If major improvements are acquired in connection with the acquisition of property and property rights, the LPA will contact the respective Real Estate District Manager for guidance and detailed procedures.
- ii. If uneconomic remainders are acquired by the LPA, disposal will be in accordance with the individual laws, rules and regulations that govern the particular LPA.
- iii. At the time of disposal of any uneconomic remainders acquired by the LPA, notification of said disposal must be given to the DOTD Real Estate Property Management

Officer. Monetary credit for the portion of the original purchase price reimbursed by DOTD must also be given to the Department within thirty (30) days of such disposal.

J. Relocation Assistance

- i. If relocation assistance is necessary on a project and is being performed by the LPA or a consultant hired by the LPA, the Real Estate [Relocation Assistance Procedures](#) will be followed.
- ii. A [Relocation Plan](#) must be prepared and submitted to the Real Estate Sections' Relocation Assistance Officer prior to initiation of negotiations on the project.

K. Certification

If the project is being acquired by DOTD personnel in the same manner as a highway project, certification will be the responsibility of the Department. But if any other method of acquisition is used the LPA will prepare a [Right of Way Certification](#). Any items not applicable to the project should be marked "n/a", not left blank. This certification will be forwarded to the Real Estate District Manager who is responsible for reviewing the files of the LPA to insure that all applicable rules and regulations were followed in the acquisition process. If everything is in order, the Real Estate District Manager will recommend the certification for approval and forward to the Real Estate Headquarters Agent. After checking with the Real Estate Property Management Officer and Real Estate Relocation Assistance Officer if applicable, the Headquarters Agent will recommend the certification for approval and forward to the Real Estate Administrator for approval and transmittal to the Federal Aid Administrator.

L. Records

The LPA shall maintain adequate records of its acquisition and related activities in sufficient detail to demonstrate compliance with applicable rules and regulations. These records shall be maintained for at least three (3) years after all payments are made in connection with the project.

Exhibit A, WORK PLAN

The GRANTEE agrees to provide for the acquisition of rights of way and related services for the PROJECT in accordance with State and Federal Laws, the Uniform Relocation Assistance and Real Property Act of 1970, as amended, STATE'S Real Estate Procedure Manual, Federal Regulations and particularly Title 23 Part 710 and 49 Part 24 of the Code of Federal Regulations ("CFR"), as amended, and any additional written instructions given by the STATE.

The GRANTEE further acknowledges that no acquisition of rights of way shall proceed until all applicable archaeological, environmental and historical preservation clearances have been approved and "Notice to Proceed" is issued. More specifically, the GRANTEE shall:

- a. Prepare preliminary title reports for all parcels which are to be acquired.
- b. Prepare and provide cost estimates that shall be approved by LDOTD. Additionally, LDOTD shall approve real estate consultants hired by LPA's (appraisers, review appraisers, negotiators, relocation assistance agents, title abstract agents, construction cost estimators, etc.). **The Local Public Agency shall not begin any formal appraisal, acquisition or relocation activities until notified by the LDOTD that FHWA has authorized the project.**
- c. If using the Compensation Estimate (limited to \$10,000 or less), prepare and submit an original and two (2) copies of a project data book. The data book shall include but not be limited to a description of the area and confirmed and noted comparable sales with photographs. All forms used in the data books shall be supplied to the STATE's Real Estate Appraisal Office for review and approval.
- d. Prepare and provide to the STATE the type and number of Appraisals required for the PROJECT. These Appraisals should list all (marketable) interest in each parcel, including but not limited to Leasehold/Leased fee interest, option to purchase and Life estates.
 1. Prepare and submit to LADOTD Appraisal Office, an original and one (1) copy of an appraisal report estimating the compensation for each tract to be appraised. Appraisal reports shall be prepared in conformance with the STATE's Real Estate Guidelines for Appraisers and shall include but not be limited to: inspection detail, a description of the PROJECT requirements and influences, cost to cure narrative and benefit/damage comments, sign appraisals, highest and best use, explanation of adjustments, plats and photographs, title work, certification of

appraiser, and limiting conditions form. Additional or less information and forms may be required according to the STATE's Real Estate Guidelines for Appraisers in accordance with the type of appraisal form utilized. All forms used in the appraisal reports shall be approved by the STATE. Any specialty contractor employed by the GRANTEE to prepare sign appraisals and cost to cure reports must be approved by the STATE.

2. Appraisals shall be prepared by an appraiser who is a Licensed Certified Real Estate Appraiser in the State of Louisiana, at the appropriate level of certification/license, and who has been approved by the DOTD Real Estate Administrator.
- e. Provide all relocation services for those parcels where relocation is required. The GRANTEE shall prepare and submit to the STATE's District Real Estate Manager two (2) copies of property inventories, computation of moving payments, relocation studies, comparable housing, determination of Replacement Housing payments, incidental costs, and mortgage interest differential payments. All inventories and reports shall be submitted to the STATE for review and approval.
 - f. Upon approval by the STATE, prepare negotiation packages which will include the STATE's Acquisition of Right of Way and Relocation Assistance brochure, Letter of Offer, Statement of Estimated Values, availability of incidental payments, and if required, availability of relocation assistance letter and other relocation related correspondence.
 - g. Make all offers to purchase property and make all offers for moving payments, replacement housing payments and other payments required to owners or tenants. All offers and relocation benefits will be explained in detail and negotiations shall be conducted in accordance with the STATE's Real Estate Manual.
 - h. Prepare and maintain individual parcel files, including appraisal reports, purchase documents, and all related correspondence and reports in connection with and incidental to the performance of this Agreement, and to make said files available at any time for inspection by the STATE and the Federal Highway Administration. The GRANTEE further agrees that all information gained regarding the appraisals and the acquisitions on this PROJECT shall be kept confidential and not be publicly disclosed without prior written authorization by the STATE.

- i. Recommend counter offers for the STATE's Approval or Rejection and provide the necessary written justification.
- j. If an approved option is obtained, prepare for and close as follows:
 - (1) Submit check request, with approved option attached, to the STATE.
 - (2) Prepare all closing documents including Right of Way deeds, descriptions, plats, Settlement & Disbursement statements, IRS W-9 and any other documents required by the STATE.
 - (3) Prepare and secure executed Quit Claim deeds or releases necessary to acquire fee simple title or such other interest in the property as may be required for the PROJECT.
 - (4) Provide for a closing to be handled by the GRANTEE's attorney and furnish the STATE with a copy of the final title certificate for each parcel closed by deed.
- k. Be responsible for making all copies of right of way plan sheets needed in acquisition of the PROJECT.
- l. Prepare and submit to the STATE a Right of Way Certification and Relocation Advisory Assistance Certification prior to the certification date listed in the Agreement. These certifications will be prepared in a form approved by the STATE.
- m. Provide STATE with one (1) set of prints of right of way plans and provide any revised plan sheets thereafter.

Mr. James M. Dousay
Real Estate Administrator
Louisiana Department of Transportation and Development
P. O. Box 94245
Baton Rouge, Louisiana 70804

Attention: Mrs. Pamela Leon
R.E. Acquisition Chief

Re: Assurances
Uniform Relocation Assistance and Real Property Acquisition Act

Dear Mr. Dousay:

The (*name of LPA*) assures that it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Uniform Relocation Act), 42 U.S.C. 4601-4655, and with implementing Federal regulations in 49 C.F.R. Part 24.

Specifically, (*Name of LPA*) assures that:

1. Whenever Federal financial assistance is used to pay for any part of the cost of a program or project which will result in the displacement of any person:
 - a. Fair and reasonable relocation payments and assistance shall be provided to or for displaced persons in accordance with the Uniform Relocation Act.
 - b. Relocation assistance programs offering the services described in the Uniform Relocation Act shall be provided to displaced persons.
 - c. Within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with the Uniform Relocation Act.
2. Whenever Federal financial assistance is used to pay for any part of the cost of a program or project which will result in the acquisition of real property;
 - a. In acquiring real property the City will be guided by the land acquisition provisions of the Uniform Relocation Act.

- b. Property owners will be paid or reimbursed for necessary expenses as specified in Uniform Relocation Act.

NAME

TITLE

DATE

RIGHT OF WAY DEED

STATE PROJECT NO. _____

PARCEL NO(S). _____

RIGHT OF WAY DEED

STATE OF LOUISIANA:

PARISH OF _____:

BE IT KNOWN, _____ (Insert S.S. NO. OR FEDERAL I.D. NO. after name), being hereinafter referred to as "Grantor", in consideration of the benefits, uses and advantages accruing to Grantor by reason of the location of the _____ (complete caption), and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the (Name of LPA), herein represented by (Name of Authorized Official), accepting and acknowledging delivery and possession for (Name of LPA) all and singular a right of way on, over and across the following described property, to-wit:

DESCRIPTION

_____ (____) permanent servitude(s) on, over and across _____ (____) certain tract(s) or parcel(s) of land, together with all the improvements situated thereon, _____*, situated in Section(s) _____, Township _____, Range _____, _____** Parish, Louisiana, identified as PARCEL NO(S). _____ as shown on Sheet No(s). _____ of the property map for STATE PROJECT NO. _____, _____ (Complete Caption), LOUISIANA, prepared by _____ (Name and Title), dated _____ (Revision date also) _____, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

*THIS BLANK WILL BE MUNICIPAL ADDRESS, LOT NUMBER, BLOCK NUMBER, OR OTHER KNOWN SUBDIVISION REFERENCES.

**THIS BLANK WILL REFER TO THE LAND DISTRICT (SUCH AS "GREENSBURG LAND DISTRICT") IF SUCH REFERENCE IS GIVEN ON THE RIGHT OF WAY MAP, AS WELL AS THE PARISH IN WHICH THE PROPERTY IS LOCATED.

CONSIDERATION PAGE FOR RIGHT OF WAY DEED

It is expressly understood that this grant and transfer of the above described right of way is made solely for the construction and maintenance of the said transportation improvement and for such other purposes as may be authorized by the laws of the State of Louisiana, and is a conveyance of a servitude across the lands hereinabove described and not a conveyance of the full ownership thereto, and the Grantor by these presents especially does not transfer any right to oil and gas minerals lying beneath the area herein subjected to said servitude for right of way purposes; it being specifically understood, however, that while no exploration, drilling nor mining of oil or gas minerals of any kind shall be conducted upon the area covered by said servitude of right of way, there may be directional drilling from adjacent lands to extract the oil or gas minerals from under the area subject to said servitude.

It is understood and agreed that, in the construction and maintenance of said highway improvement, *(Name of LPA)* may move to or remove from the property herein described earth or other material in accordance with usual construction and maintenance practices.

Grantor acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the right of way herein granted and for any and all diminution in the value of Grantor's remaining property as a result of the granting of this right of way for transportation purposes.

- CLAUSE FOR INSERTION IN CONSIDERATION PAGE IF MONETARY CONSIDERATION IS BEING PAID FOR RIGHT OF WAY

This grant and transfer is made for and in consideration of the price and sum of _____ (\$ _____) DOLLARS, which price the Department hereby binds and obligates itself to pay to Grantor upon the approval by *(Name of LPA)* of Grantor's good and unencumbered title to the hereinabove described property.

- CLAUSE FOR INSERTION IN CONSIDERATION PAGE OF ALL DONATION RIGHT OF WAY DEEDS

It is expressly agreed and understood that Grantor has been afforded the right and opportunity to receive just compensation for the aforementioned property, and that Grantor has elected to forego, waive and extinguish such right and opportunity in favor of donation to the *(Name of LPA)*.

- CLAUSE FOR INSERTION IN CONSIDERATION PAGE OF ALL DONATION RIGHT OF WAY DEEDS WHERE DOTD IS ATTEMPTING TO SECURE DONATIONS OF ALL REQUIRED RIGHT OF WAY

It is expressly and specifically agreed by and between all parties to this donation of right of way that, while the *(Name of LPA)* will attempt to secure donations of all needed right of way for the

proposed transportation improvement, if it finds it necessary to buy any portion of the right of way, such fact will not be available to any donor herein to revoke this donation or otherwise to change the conditions hereof.

- CLAUSES FOR INSERTION IN PROPERTY DESCRIPTION OF SALE OR RIGHT OF WAY DEED IF THERE ARE CONSTRUCTION SERVITUDE PARCELS

Concomitant with the sale and transfer of the hereinabove described property, Vendor does also grant unto (*Name of LPA*) temporary construction servitude on, over and across Vendor's property to accommodate construction of the said State Project No. _____ and which temporary construction servitude(s) (*IS OR ARE*) described as follows:

It is understood and agreed by all parties that the (*Name of LPA's*) rights to the use of the above-described temporary construction servitudes) shall terminate upon the date of completion and final acceptance of State Project No. _____, and the property traversed thereby shall be left free of construction scars.

- CLAUSES FOR INSERTION IN PROPERTY DESCRIPTION OF SALE OR OR RIGHT OF WAY DEED IF THERE ARE DRAINAGE SERVITUDE PARCELS

Also included in this present sale and conveyance (*IS OR ARE*) drainage servitudes) on, over and across vendor's property to accommodate proper drainage for said State Project No. _____, and which drainage servitude(s) (*IS OR ARE*) described as follows:

The earth material excavated from said drainage servitude shall be used in the construction of the highway embankment or disposed of as directed by the (*Name of LPA*).

Project Caption

Parcel(s) No.:

Owner:

DONATION CERTIFICATION

I have been informed of the acquisition process and hereby certify I waive the following right(s) in connection with the acquisition of my property for the captioned project:

Check the boxes which apply:

- ☐ To have the acquiring agency appraise my property.
- ☐ To receive payment of the established Just Compensation Amount for the acquisition of said property.

Owner Name

Date

Witness

Witness

August 17, 2004

Caption

Addressee

Subject: Parcel No(s) _____
Owner(s) Name(s) _____

Dear _____

Project No. _____ has been programmed for construction and the property rights bearing Parcel No(s). _____ shown on the project right of way plans are required for construction of the project.

The plans for the project were approved by the Louisiana Department of Transportation and Development in accordance with public announcements. The property rights comprising Parcel No(s). _____ have been valued according to established procedures consistent with legal requirements, and the Just Compensation for the Parcel(s) has been determined to be \$ _____.

Name of LPA does hereby make a firm offer of \$ _____ for the purchase of all interest in parcel(s) _____, free and clear of all mortgages, judgments, liens or other encumbrances, including payment of pro-rata taxes, if applicable. It is the responsibility of the property owner to clear any mortgages, judgments, liens or other encumbrances. The summary of the offer is attached.

(IF MORE THAN ONE JUST COMPENSATION OFFER LETTER IS BEING PREPARED FOR THE SAME PARCEL(S), (undivided interest owners), THE FOLLOWING PARAGRAPH SHOULD BE INCLUDED):

A search of the conveyance records of _____ Parish, Louisiana, indicates that you are entitled to _____ of the total offer, and your interest amounts to \$ _____.

(IF AN UNECONOMIC REMAINDER OFFER WILL BE PRESENTED TO THE OWNER, THE FOLLOWING PARAGRAPH SHOULD BE INCLUDED):

Should you consider the _____ remainder of your property to be an uneconomic remnant, the Department does hereby offer to purchase all interests in said remainder,

together with the required parcel(s) for a total of \$_____.

(IF AN ADVERSELY IMPACTED OFFER WILL BE PRESENTED TO THE OWNER, THE FOLLOWING PARAGRAPH SHOULD BE INCLUDED):

Should you feel that your improvement is adversely impacted by the taking and wish to sell the improvement to the *Name of LPA*, we offer to purchase the improvement together with the required land for a total of \$_____.

(IF THE REQUIRED PROPERTY IS SUBJECT TO AN ORAL OR WRITTEN LEASE, THE FOLLOWING PARAGRAPH SHOULD BE INCLUDED):

Our information indicates that the referenced property is subject to an oral or written lease, and the amount of money specified herein represents the total payment to both lessor and lessee, and is apportioned as follows:

Payment to lessor/owner	\$_____
Payment to lessee	\$_____
Total	\$_____

If the above apportionment is not agreeable to both lessor and lessee, and if lessor and lessee cannot resolve their differences, we will expropriate the interest not acquired.

The procedure for determining Just Compensation includes gathering market data in the general area of the project and is based on a Compensation Estimate of value, or one or more appraisals made by qualified and competent Appraisers.

Generally, any fencing and/or driveways which you presently have will be replaced during construction. If applicable, the exact location of these items will be discussed with you by the Department's representatives who meet with you.

Our representatives who meet with you will freely discuss with you any questions you have concerning the project requirements. For any commitments and/or agreements to be considered as valid and binding upon the Department, such commitments and/or agreements must be set forth in writing.

Should the proposal not be acceptable, the *Name of LPA* will have no alternative other than to acquire the property rights through expropriation in accordance with applicable State law.

Yours very truly,

(name and title)

(THE FOLLOWING CERTIFICATION BELOW GOES ON THE COPIES ONLY - NOT ON THE ORIGINAL GOING TO THE OWNER)

This is to certify that I have this day delivered to the addressee the original of this letter together with the Louisiana Department of Transportation and Development's Brochure "Acquisition of Right of Way and Relocation Assistance."

(name and title)

(date)

*FOR FULL OWNERSHIP, RIGHT OF WAY DEED, OR ACCESS RIGHTS:

"the purchase of all interests in Parcel No(s). _____ free and clear of all mortgages, judgments, liens or other encumbrances, including payment of pro-rata taxes, if applicable"

*FOR SERVITUDE OF DRAIN:

"the use of Parcel No(s). _____ on a permanent basis for drainage purposes"

*FOR CONSTRUCTION SERVITUDE:

"the use of Parcel No(s). _____ on a rental basis during construction of the project"

Project Caption

DOTD FEDERAL AID ADMINISTRATOR

ATTENTION:

Re: Right of Way Project Certification

In accordance with the provisions of Titles 23 and 49 CFR, I certify the following:

Acquisition

All necessary rights-of-way, including control of access rights when pertinent, have been acquired including legal and physical possession and the acquisition was in compliance with current FHWA directives covering the acquisition of real property. Trial or appeal cases may be pending in court but legal possession has been obtained.

(Any exceptions must be explained.)

Relocation

All relocations required for this project have been completed in accordance with FHWA directives covering the Relocation Assistance Program, all occupants have vacated the lands and improvements and all relocation payments have been made.

(Any exceptions must be explained.)

OR

There were no displacees resulting from this project.

Improvement Clearance

All improvements have been cleared for this project, with the following exceptions:

(Itemization of remaining improvements and method of disposition.)

OR

There were no improvements to be cleared for this project.

Uneconomic Remainders

Following is a list of all uneconomic remainders acquired on this project:

Parcel No.	Area	Acquisition Price
------------	------	-------------------

OR

No uneconomic remainders were acquired for this project.

LPA Official

DATE

RECOMMENDED FOR APPROVAL:

REAL ESTATE DISTRICT OFFICER

RECOMMENDED FOR APPROVAL:

REAL ESTATE AGENT

APPROVED:

REAL ESTATE ADMINISTRATOR

LOCAL PUBLIC AGENCY CHECKLIST

QUESTION	YES	NO
1. Have assurances been provided to LADOTD?	<input type="checkbox"/> If yes, go on to #2.	<input type="checkbox"/> If no, contact LADOTD immediately.
2. Is additional right of way required?	<input type="checkbox"/> If yes, go on to #3.	<input type="checkbox"/> If no, advise LADOTD of date of acquisition of existing right of way.
3. Has District Real Estate Office been contacted?	<input type="checkbox"/> If yes, go on to #4.	<input type="checkbox"/> If no, contact LADOTD immediately.
4. Are right of way maps needed?	<input type="checkbox"/> If yes, go to #5.	<input type="checkbox"/> If no, make sure construction plans are sufficient to acquire right of way and go #5.
5. Have right of way maps and/or construction plans been approved by LADOTD and FHWA?	<input type="checkbox"/> If yes, go to #6.	<input type="checkbox"/> If no, contact LADOTD immediately.
6. Are there potential displacees on the project?	<input type="checkbox"/> If yes, go to #7.	<input type="checkbox"/> If no, go to #8.
7. Has Relocation Plan been prepared and approved by LADOTD?	<input type="checkbox"/> If yes, go to #8	<input type="checkbox"/> If no, contact LADOTD immediately.
8. Have all necessary environmental documents been approved by FHWA?	<input type="checkbox"/> If yes, go to #9.	<input type="checkbox"/> If no, contact LADOTD immediately.
9. Is the presence of hazardous materials suspected in or near the required area?	<input type="checkbox"/> If yes, contact LADOTD immediately.	<input type="checkbox"/> If no, go on to #10.
10. Is there sufficient title work to prove ownership of required property or property rights?	<input type="checkbox"/> If yes, go to #11.	<input type="checkbox"/> If no, contact LADOTD immediately.

11.	Have Project Notice Letters been sent to all owners advising of project acquisition and their rights ?	<input type="checkbox"/> If yes, go to #12.	<input type="checkbox"/> If no, send letters before taking further action.
12.	Will the non-appraisal value finding be used on properties valued less than \$10,000?	<input type="checkbox"/> If yes, go to #15 for those parcels, and #13 for all others.	<input type="checkbox"/> If no, go to #13.
13.	Has LADOTD approved the appraisers and the appraisal contract?	<input type="checkbox"/> If yes, go to #14.	<input type="checkbox"/> If no, contact LADOTD immediately.
14.	Were the owners of all formally appraised properties afforded the opportunity to accompany the appraiser?	<input type="checkbox"/> If yes, go to #15.	<input type="checkbox"/> If no, do not proceed until such opportunity has been afforded.
15.	Was Just Compensation for all properties set by a qualified Reviewer?	<input type="checkbox"/> If yes, go to #16.	<input type="checkbox"/> If no, contact LADOTD immediately.
16.	Is there adequate qualified staff to perform negotiation, relocation and property management?	<input type="checkbox"/> If yes, go to #18.	<input type="checkbox"/> If no, go to #17 or contact LADOTD immediately.
17.	If using consultants, have they been approved by LADOTD?	<input type="checkbox"/> If yes, go to #18.	<input type="checkbox"/> If no, contact LADOTD immediately.
18.	Was Just Compensation Offer and summary presented to each owner?	<input type="checkbox"/> If yes, go to #19.	<input type="checkbox"/> If no, do not proceed until proper offers are made.
19.	<i>Was Acquisition of Right of Way and Relocation Assistance</i> brochure given to each owner?	<input type="checkbox"/> If yes, go to #22.	<input type="checkbox"/> If no, contact LADOTD immediately.
20.	Are Negotiator Summary reports all properly completed and signed?	<input type="checkbox"/> If yes, go to #21 if money involved or #28 if donation	<input type="checkbox"/> If no, do not proceed until properly completed.
21.	Did the owner accept the offer?	<input type="checkbox"/> If yes, go to #22.	<input type="checkbox"/> If no, go to #24.

22. Were the incidental costs of title transfer paid by the LPA either directly or by reimbursement?

☐

If yes, go to #23.

☐

If no, do not proceed until eligible costs are reimbursed.

23.	Was the closing property handled?	<input type="checkbox"/> If yes, go to #28.	<input type="checkbox"/> If no, contact LADOTD immediately.
24.	Did the owner present a counter offer?	<input type="checkbox"/> If yes, go to #25.	<input type="checkbox"/> If no, go to #26.
25.	Was an administrative settlement made on the property and approved by LADOTD?	<input type="checkbox"/> If yes, go back to #20 for revised offer.	<input type="checkbox"/> If no, go to #26.
26.	Was the property expropriated?	<input type="checkbox"/> If yes, go to #27.	<input type="checkbox"/> If no, go back to #21.
27.	Were proper expropriation procedures followed?	<input type="checkbox"/> If yes, go to #28.	<input type="checkbox"/> If no, contact LADOTD immediately.
28.	Were major improvements acquired?	<input type="checkbox"/> If yes, go to #29.	<input type="checkbox"/> If no, go to #30.
29.	If occupied, were persons given proper notice to vacate?	<input type="checkbox"/> If yes, go to #30.	<input type="checkbox"/> If no, do not proceed until proper vacate notices are given.
30.	Were uneconomic remainders (UR) or adversely impacted (AI) improvements acquired?	<input type="checkbox"/> If yes, go to #31.	<input type="checkbox"/> If not, go to #32.
31.	Was LADOTD advised of any UR and AI acquisitions?	<input type="checkbox"/> If yes, go to #32.	<input type="checkbox"/> If no, contact LADOTD Property Management Officer.
32.	Were acquired improvements disposed of and/or managed properly ?	<input type="checkbox"/> If yes, go to #33.	<input type="checkbox"/> If not, contact LADOTD immediately.
33.	Has Project Certificaiton Letter been sent to LADOTD?	<input type="checkbox"/> If yes, you have completed acquisition activities. CONGRATULATIONS!	<input type="checkbox"/> If no, prepare Project Certification Letter immediately.

STATE PROJECT NO.

PARCEL NO(S).

S A L E

STATE OF LOUISIANA:
PARISH OF :

For the price and on the terms and conditions hereinafter set forth, , being hereinafter sometimes referred to as the "Vendor", have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey and deliver under all lawful warranties and with substitution and subrogation to all of my rights and actions of warranty, unto the *LPA Name* herein represented by *Name of Authorized Official of LPA Name*, who accepts this sale on behalf of the *LPA Name*, the following described property, situated in the Parish of , Louisiana, to-wit:

DESCRIPTION

() certain tract(s) or parcel(s) of land, together with all the improvements situated thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, , situated in Section(s) Township , Range , Parish, Louisiana, identified as PARCEL NO(S). as shown on Sheet No(s). of the property map for STATE PROJECT NO. , LOUISIANA, prepared by , dated , said map being attached hereto and made a part hereof, which property is more particularly described as follows:

PARCEL NO.

- **TEMPORARY SERVITUDE**

Concomitant with the sale and transfer of the hereinabove described property, Vendor does also grant unto the LPA () temporary construction servitude(s) on, over and across Vendor's property to accommodate construction of the said State Project No. , and which temporary construction servitude(s) described as follows

:

It is understood and agreed by all parties that the LPA's rights to the use of the above described temporary construction servitude(s) shall terminate upon the date of completion and final acceptance of State Project No. , and the property traversed thereby shall be left free of construction scars.

- **DRAINAGE SERVITUDE PARCELS**

Also included in this present sale and conveyance , () drainage servitude(s) on, over, and across Vendor's property to accommodate proper drainage for said State Project No. , and which drainage servitude(s) described as follows

:

The earth material excavated from said drainage servitude(s) shall be used in the construction of the highway embankment or disposed of as directed by the LPA.

- **UNECONOMIC REMAINDER PARCEL(S)**

And also the (northerly, southerly, easterly, westerly) remainder of Vendor's property which has been determined to be uneconomic to the owner and which, for the purpose of property identification, is assigned the parcel No. UR () (which is not so identified on the right of way plans) and such remainder being described as:

Property description should describe total taking as described in title, less and except required right of way parcel.

This sale and conveyance is made for and in consideration of the price and sum of DOLLARS, which price the LPA hereby binds and obligates itself to pay to Vendor upon the approval by the LPA of Vendor's good and unencumbered title to the hereinabove described property.

Vendor acknowledges and agrees that the consideration provided herein constitutes full and final payment for the property hereby conveyed and for any and all diminution in the value of the Vendor's remaining property as a result of the transfer of this property for highway purposes.

The consideration recited herein represents full and final settlement of all claims of any kind to the full extent of the Vendor's loss, except relocation assistance claims where applicable, and specifically represents a compromise by all parties to avoid formal expropriation proceedings and the added expenses of litigation.

All ad valorem taxes assessed against the above-described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be prorated in accordance with the provisions of Act No. 123 of the Legislature of the State of Louisiana for the year 1954.

It is understood and agreed that Vendor reserves unto himself, his heirs and assigns, all oil and gas minerals beneath the area hereinabove described, it is specifically understood, however that while no exploration, drilling, nor mining of oil or gas minerals of any kind shall be conducted upon said area, there may be directional drilling from adjacent lands to extract the oil or gas minerals from said area.

OPTIONAL CLAUSES FOR USE IN CONSIDERATION PAGES

Insert on previous page after oil and mineral reservation paragraph

- **CLAUSE IF PROJECT IS A CONTROLLED ACCESS FACILITY**

The Vendor acknowledges by these presents that the property hereinabove described is being acquired for the purpose of constructing a controlled access facility and that all direct access to said facility from Vendor's remaining property and from said facility to Vendor's remaining property will be limited to such access as may be provided by frontage roads, if any are constructed, and this provision shall be and remain binding upon the said Vendor, his heirs, successors and assigns forever.

- **CLAUSE IF PARCEL IS FOR SIGHT CLEARANCE PURPOSES**

The Vendor acknowledges by these presents that a portion or portions of the hereinabove described property is being acquired for sight clearance purposes and that no direct access shall be permitted to and from the adjacent property across that portion or portions of property designated for sight clearance purposes on the construction plans for said project, and this provision shall be binding upon the said Vendor, his heirs, successors, and assigns forever.

- **CLAUSE FOR USE IF THERE ARE CONSTRUCTION SERVITUDE PARCELS**

The temporary construction servitude(s) hereby granted shall be for a term of () years at DOLLARS per year and shall commence upon the date a Work Order is issued to the contractor, for construction of the respective construction project for which the servitude(s) required. Should the above-recited term not be sufficient to complete construction activities, the Vendor grants to the LPA the option to extend the servitude(s) for an additional () year(s) at the same terms, conditions and rental as herein specified. This extension shall be automatic and without additional compensation unless Vendor notifies the LPA.

- **CLAUSES FOR USE IF THERE ARE IMPROVEMENTS IN THE TAKING**

There is specifically included in this present sale and conveyance all of the improvements situated wholly or partially on the hereinabove described property, including but not necessarily restricted to Vendor's together with the appurtenances thereto.

There is specifically included in the above-recited consideration the value of all merchantable timber located on the hereinabove described property.

There is specifically included in the above-recited consideration the value of all lignite coal located below the hereinabove described property.

- **CLAUSES FOR REPLACING FENCES, DRIVEWAYS, CATTLE GUARDS, ETC.**

The LPA shall construct approach(es) within the limits of the property herein conveyed, from the roadway to the Vendor's remaining property to the of the centerline opposite approximate Highway Survey Station(s) .

The LPA shall construct a new standard fence along the limits of the property herein conveyed to the of the centerline between approximate Highway Survey Station and approximate Highway Survey Station .

The LPA shall remove Vendor's fence from within the limits of the property herein conveyed, and shall rebuild same along the limits of said property, to the of the centerline between approximate Highway Survey Station and approximate Highway Survey Station .

The LPA shall construct a new cattle guard on the limits of the property herein conveyed, to the of the centerline opposite approximate Highway Survey Station(s) .

The LPA shall remove the cattle guard from within the limits of the property herein conveyed, and shall relocate said cattle guard along the limits of said property, to the of the centerline opposite approximate Highway Survey Station(s) , and shall use whatever new material necessary, of the same kind and character of said existing cattle guard, to leave said cattle guard after relocating in as good or better condition than now exists.

The LPA is hereby authorized to enter upon Vendor's property beyond the limits of the property herein conveyed for the purpose of constructing adjacent to and immediately adjoining the limits of the herein conveyed property to the of the centerline between approximate Highway Survey Station and approximate Highway Survey Station to replace Vendor's existing absorbed within the limits of said property.

- **CLAUSE FOR SUGARCANE IN RIGHT OF WAY**

The LPA hereby binds and obligates itself to pay Vendor and/or Intervenor by separate Sugar Cane Agreement for the loss of that portion of Vendor's existing sugar cane crop destroyed during highway construction within the limits of the property herein conveyed and also within areas to be utilized for the construction of new headlands on the basis of the appraised value of . It is agreed however, that should construction not commence for a length of time sufficient to allow harvesting of the final crop and should Vendor herein elect to replant the area with plant cane, no payment will be made for such plant cane or any of its succeeding crops. It is also understood that Vendor herein shall be permitted to continue use of the property herein conveyed for the limited purpose of growing the existing crop or any of its succeeding yields, including the use of the headlands until the LPA requires the property herein conveyed for actual construction of the highway project, but it is expressly understood that the LPA in no way warrants or insures the fitness of the property and in no way assumes responsibility for any acts performed thereon.

- **CLAUSE FOR IRRIGATION SYSTEMS IN RIGHT OF WAY**

The LPA agrees not to disturb Vendor's irrigation systems during the period between March 1st and October 15 of any year to the extent of interfering with the proper operation of the systems, and should the LPA deem it necessary to effect, during said period, the relocation and/or alteration of Vendor's irrigation facilities, LPA binds and obligates itself unto Vendor to provide at LPA's expense, an alternate or temporary adequate and proper provision for the continued and uninterrupted operation of said facilities during such relocation and/or alteration; it being understood and agreed that such alternate or temporary method shall not be undertaken by the LPA, its Agents, Employees and/or Contractors without first having obtained Vendor's approval of the method of so providing for the continued and uninterrupted operation of said irrigation system.

- **CLAUSE IF VENDOR WILL RETAIN A MINOR IMPROVEMENT.** *(If the improvement being retained is major (residence, building, etc.), use the "RETENTION CONSIDERATION PAGE FOR ACT OF SALE".)*

As part of the consideration above recited Vendor agree(s) to retain, remove and relocate the outside the required right of way and to relieve, release and hold harmless the LPA from any liability in connection therewith; said to be removed within thirty (30) days from the date hereof and failure to so remove same within thirty (30) days will result in the becoming the property of the LPA, to be demolished, removed or relocated at the LPA's election without any liability to Vendor therefor.

- **CLAUSE FOR SIGN OWNED BY OTHER THAN VENDOR**

Vendor declares that located wholly or partially on the hereinabove described property is a sign described as follows:

SIZE	STYLE	LEGEND
_____	_____	_____

Vendor does hereby declare that he is not the owner of the said sign, claims no ownership rights thereto, and declares the said sign is owned by .

- **CLAUSE FOR ADVERSELY IMPACTED IMPROVEMENT PURCHASED WITHOUT PURCHASING THE LAND ON WHICH IT IS LOCATED**

Also included in this present sale and conveyance is the located on the remainder of the hereinabove described Parcel No. , which improvement has been determined to be adversely impacted by the project. The LPA, its agents, engineers, successors and assigns are hereby authorized to enter upon Vendor's remainder property beyond the limits of the property herein conveyed for the purpose of removing said improvement.

- **CLAUSE FOR ALLOWING DOTD TO ENTER REMAINDER IF PART OF IMPROVEMENT IS ON REMAINDER**

The LPA, its agents, engineers, successors, and assigns are hereby authorized to enter upon Vendor's remainder property beyond the limits of the property herein conveyed for the purpose of removing that portion of the which lies on said remainder.

- **CLAUSE IF THERE ARE UNDERGROUND STORAGE TANKS IN THE TAKING**

Vendor, in further consideration of the above amount recited in this document, hereby agrees to hold the LPA harmless for any costs, expenses or attorney fees in the event of the necessity of any further removal of underground storage tank(s) not acquired by the LPA in this document, and for any future removal of hazardous and/or harmful waste from the property herein acquired by the LPA, and further understands that no reduction in the consideration for this Act of Transfer has been made in anticipation of the cleaning or removal of hazardous and/or harmful waste from the property subject of this sale.

- **CLAUSES FOR USE IF A PORTION OF THE CONSIDERATION IS FOR DAMAGES**

The parties hereto do hereby acknowledge and declare that of the aforesaid price and sum of DOLLARS, the amount of DOLLARS constitutes full and final payment for any and all damage to and diminution in value of Vendor's remaining property as a result of the taking of the property hereby conveyed and the construction of the transportation improvement thereon.

- **CLAUSE FOR COST TO CURE FOR ITEMS OUTSIDE RIGHT OF WAY**

The parties hereto do hereby acknowledge and declare that of the aforesaid price and sum of DOLLARS, the amount of DOLLARS constitutes full and final payment for labor and materials to and for any and all damage to and diminution in value of Vendor's remaining property as a result of the taking of the property hereby conveyed and the construction of the highway improvement thereon.

- **CLAUSE FOR COST TO CURE WHERE PART OF IMPROVEMENT IS LOCATED WITHIN THE RIGHT OF WAY**

The parties hereto do hereby acknowledge and declare that of the aforesaid price and sum of DOLLARS, the amount of DOLLARS constitutes full and final payment for labor and materials to The removal of the by Vendor shall be completed within () days from receipt of payment of the above recited consideration. Failure of Vendor to so remove said within the aforesaid period of time will result in the LPA removing said in any manner deemed expedient, without recourse to Vendor even as to salvage. Further, in the event of such failure, Vendor hereby agrees and grants the LPA the right to enter on the remainder of the property herein conveyed for the purposes of said removal, and Vendor shall be liable unto the LPA for any and all costs incurred by the LPA in connection therewith.

- **CLAUSES FOR USE IF THERE ARE INTERVENORS**

NOW UNTO THESE PRESENTS comes , a Corporation, duly authorized to do business in the State of Louisiana, represented herein by its , duly authorized to act herein by virtue of a Resolution dated , a copy of which is attached hereto and made a part hereof, appearing herein by virtue of Lease recorded , in of the official records of Parish, Louisiana, who declares that said corporation does hereby accept, ratify, and affirm this sale and conveyance in all of its terms and conditions.

NOW UNTO THESE PRESENTS comes , appearing herein by virtue of who declares that does hereby accept, ratify, and affirm this sale and conveyance in all of its terms and conditions.

- **CLAUSE IF ENTIRE CONSIDERATION BEING PAID TO VENDOR**

Intervenor herein does hereby authorize the LPA to pay over unto the said Vendor the consideration as herein stipulated.

- **CLAUSE IF CONSIDERATION BEING PAID TO PERSON HAVING USUFRUCT**

The parties hereto agree and authorize the LPA to pay over unto the consideration as herein stipulated in accordance with the right of usufruct obtained in recorded , in of the official records of Parish, Louisiana.

- **CLAUSE IF PART OF CONSIDERATION WILL BE PAID TO VENDOR, AND PART TO INTERVENOR**

It is understood and agreed by and between the parties hereto that of the above recited consideration of DOLLARS, the amount of DOLLARS will be made payable to Vendor; and the amount of DOLLARS will be made payable to as full and final payment for the located on Parcel No(s). .

- **DONATION CLAUSE**

It is expressly agreed and understand that Grantor has been afforded the right and opportunity to have this property appraised and has been afforded the right and opportunity to receive just compensation for such property, and that Grantor has elected to forego, waive and extinguish such rights and opportunities in favor of this donation to the LPA.

RETENTION CONSIDERATION PAGE FOR ACT OF SALE

This sale and conveyance is made for and in consideration of the price and sum of DOLLARS, which price LPA hereby binds and obligates itself to pay to the Vendor upon the approval by LPA of Vendor's good and unencumbered title to the hereinabove described property.

The Vendor acknowledges and agrees that the consideration provided herein constitutes full and final payment for the property hereby conveyed and for any and all diminution in the value of Vendor's remaining property as a result of the transfer of this property for transportation purposes.

There is specifically included in this present sale and conveyance all of the improvements situated wholly or partially on the hereinabove described property, including but not necessarily restricted to Vendor's and all appurtenances thereto.

It is understood and agreed that of the above described improvements the Vendor shall retain the following: , and as a part of the consideration of said retention, the Vendor hereby binds and obligates himself to furnish all labor and materials and to remove to ground level all improvements and appurtenances retained by Vendor from the property herein conveyed within thirty (30) days after receipt of the consideration hereinabove stated. In the event the improvements are tenant occupied the Vendor, and Vendor's successors, heirs and assigns shall not require the tenant-occupant to vacate until authorized to do so by the LPA.

Upon failure of the Vendor to effect the removal of these improvements and appurtenances within the said period of time, the improvements and appurtenances shall become the property of the LPA to be disposed of as directed by the LPA, without recourse to the Vendor even as to salvage, and the Vendor shall become and remain liable unto the LPA for any and all costs incurred by the LPA in connection with such disposal.

The Vendor shall remove each item, including all appurtenances, down to ground level. Concrete slabs and other foundation material below ground level may be left in place. The removal shall include all wiring, plumbing and accessories above the ground which are attached to or a part of a building; all sheds; garages; outhouses; and other appurtenances; except that while fences, shrubs, plants and other growth are classified as accessories, their removal shall be optional. After removal, the site shall be left in a condition satisfactory to the LPA.

The Vendor shall observe all rules and regulations of the State Board of Health, and of all local health officials, and must take such precautions as are necessary to avoid unhealthy conditions.

The Vendor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful removal of the buildings and appurtenances.

The Vendor shall save harmless the LPA and all its representatives from all suits, actions, or claim of any character brought on account of any damages sustained by any person or property in consequence of any neglect in safeguarding the work.

The Vendor shall be responsible for the preservation of all public and private property, trees, monuments, etc., along and adjacent to the right of way on which the buildings and appurtenances are located and shall use every precaution to prevent damage or injury thereto. He shall use suitable precaution necessary to protect carefully from disturbances or damage all land monuments and property or right of way markers until an authorized agent has witnessed, or otherwise referenced, their locations, and shall not remove them until directed. The Vendor shall not injure or destroy trees or shrubs nor remove or cut them without proper authority.

The Vendor shall be responsible for any damage done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or on account of defective work or material, and he shall restore at his own expense, such property to a

condition similar or equal to that existing before damage was done, by repairing, rebuilding, or otherwise restoring same, or he shall make good such damage or injury in an acceptable manner.

Upon the failure of the Vendor to remove all debris from the site after the removal of the said improvements and appurtenances, the LPA is hereby authorized to remove the debris and leave the site in a sightly condition in any manner deemed expedient by the LPA, and the Vendor shall become and remain liable unto the LPA for any and all costs incurred by the LPA in connection with the removal of said debris.

It is understood and agreed that Vendor reserves unto himself, his heirs and assigns, all oil and gas minerals beneath the area hereinabove described; it is specifically understood, however, that while no exploration, drilling, nor mining of oil or gas minerals of any kind shall be conducted upon said area, there may be directional drilling from adjacent lands to extract the oil or gas minerals from under said area.

All ad valorem taxes assessed against the above described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be prorated in accordance with the provisions of Act No. 123 of the Legislature of the State of Louisiana for the year 1954.

**ANY OPTIONAL CLAUSES FROM THE REGULAR CONSIDERATION PAGE MUST BE
ADDED TO THE RETENTION CONSIDERATION PAGE**

SIGNATURE PAGE

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in triplicate originals in the presence of the undersigned competent witnesses, as of the _____ day of _____, 20____.

WITNESSES:

NAME OF VENDOR OR GRANTOR

(NAME OF LPA)

BY:

AFFIDAVIT

STATE OF LOUISIANA
PARISH OF

BEFORE ME, the undersigned authority this day personally appeared _____, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn on his/her oath, says: That he/she subscribed his/her name to the foregoing instrument as a witness, and that he/she knows _____, who executed the same and saw _____ (him/her/they) sign the same as _____ (his/her/their) voluntary act and deed, and that he/she, the said _____, subscribed his/her name to the same at the same time as an attesting witness.

AFFIANT

SWORN TO and subscribed before me, this _____ day of _____, 20____.

WITNESSES:

NOTARY PUBLIC

SUMMARY OF JUST COMPENSATION

STATE PROJECT NO. _____
PARCEL NO. _____

SUMMARY OF JUST COMPENSATION

VALUE OF PARCEL TAKEN \$ _____
DAMAGES \$ _____
TOTAL AMOUNT OF OFFER \$ _____

LAND:

Parcel No.	Area	Interest Acquired
_____	_____	Full ownership, less mineral rights*
_____	_____	Full ownership, less mineral rights

IMPROVEMENTS:

1. The following items are considered as real property and are included in the above value:	2. The following items are considered as personal property and are <u>not</u> included in the above value:	3. The following items of real property are located outside the required R/W and are <u>not</u> included in the above value:	The following items are owned by others and are <u>not</u> included in the above value:
_____	_____	_____	_____

REMARKS:

NOTES:

The amount of the offer as shown above:

1. is based on the just compensation for the property,
2. is the approved value of the property, and
3. disregards any decrease or increase in the value of the property caused by the project for which the property is being acquired.

*OR Construction Servitude, OR Drainage Servitude, OR Permanent Servitude, OR Access Rights

Date

STATE PROJECT NO. *

F.A.P. NO. *

*

ROUTE *

* PARISH

*

SUBJECT: Parcel No. *

*

Dear Property Owner:

The (*Name of LPA*) announces that the captioned project has been programmed for construction and that negotiations for acquisition of rights of way are proposed.

Our records indicate that you own property which may be required as right of way for the project.

A representative will contact you during negotiations to discuss any questions you have concerning the project.

Enclosed is the brochure entitled ***Acquisition of Right of Way and Relocation Assistance***, prepared by the Department of Transportation and Development which provides valuable information to property owners affected by federally funded projects.

As soon as the right of way acquisition schedule permits, you will be contacted concerning this project.

Yours very truly,

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XXX/vm

Attachment